

General Terms & Conditions

utilita   
life with power

# Smart Meter Promotion.



## 1. Who we are

**1.1** We are Utilita Energy Limited, of Hutwood Court, Bournemouth Road, Chandler's Ford, Eastleigh SO53 3QB, registered in England – 04849181 – and with VAT number: 823818422 ("Utilita" or "we") and we run this promotion.

**1.2** From time-to-time, Utilita will run promotions for Eligible Customers to receive a reward in exchange for agreeing to have the latest generation smart meter installed in your home. When Utilita runs a promotion, these terms & conditions ("General Terms") will apply.

**1.3** Individual terms and conditions may also apply and will be made available with each applicable promotion ("Reward Criteria").

**1.4** By taking part in this promotion, you are agreeing to install the latest generation smart meter at your home and receive a reward applied to your energy account in accordance with these General Terms and the Reward Criteria (together "Terms").

**1.5** In the event of any conflict between the General Terms and the Reward Criteria, the Reward Criteria shall take precedence.

**1.6** If there are any issues or questions regarding a promotion, please contact us by phone on 03452 072 000.

## 2. The Reward

**2.1** Eligible Customers can claim a reward from Utilita, subject to meeting any qualifying criteria set out in these Terms ("Reward"). The specific reward will be set out in the applicable promotion communications.

## 3. Eligibility

**3.1** Promotions are open to current Utilita gas and electricity customers who are resident in the UK (excluding Northern Ireland), aged 18 years or over, who do not have a smart meter installed and have not already booked a meter installation, are not in the process of leaving Utilita during the promotion or at the time of receiving the Reward, excluding employees of Utilita Energy Limited ("Eligible Customers").

**3.2** Additional eligibility requirements may apply and will be set out in the relevant Reward Criteria.

**3.3** Only Eligible Customers will be capable of participating in a promotion and claiming the Reward. If you are not the account holder of the live supply of electricity and/or gas (i.e. the Utilita customer), you must get permission of the account holder to take part in a promotion.

**3.4** A Reward can only be redeemed once per Eligible Customer per promotion.

**3.5** You are responsible for inaccuracies of the data submitted through each promotion and ensuring that we have valid contact details. By participating in a promotion:

**(a)** You are agreeing to be bound by the Terms; and

**(b)** You are confirming that you are an Eligible Customer capable of participating in a promotion and claiming the Reward.

**3.6** Entries not complying with the Terms will be deemed invalid.

**3.7** Utilita reserves the right to verify the eligibility of entrants. Utilita may require such information as it considers reasonably necessary for the purpose of verifying the eligibility of participants and the Reward may be withheld until and unless Utilita is satisfied with the verification.

**3.8** Utilita reserves the right to refuse entry or refuse to award the Reward to anyone in breach of the Terms.

**3.9** Upon confirming eligibility, the Eligible Customer's details may be passed onto a third-party company to facilitate and/or arrange delivery of the Reward. Further details of the third-party company will be included in the applicable promotion communications.

## 4. How to enter

**4.1** The details of each promotion and the Reward will be set out in the applicable promotion communications and Reward Criteria.

**4.2** The Rewards are subject to any relevant opening and closing dates for the applicable promotion, as specified in the applicable promotion communications and Reward Criteria.

**4.3** Once you submit an entry to participate, the information supplied cannot be amended. Multiple attempts to enter a promotion will not be counted.

**4.4** The Rewards are subject to availability. Utilita provides no guarantee that the Rewards will remain available throughout the duration of the applicable promotion.

**4.5** Utilita will contact you personally as soon as possible after the closing date for each promotion. It is important that you keep your account details up to date so that Utilita can contact you. Utilita will continue to make reasonable efforts to contact you up to a maximum of 14 days following the closing of the relevant promotion.

**4.6** If Utilita is unable to contact you after a reasonable period and/or unable to confirm eligibility or if any Reward is unclaimed or declined within a reasonable period, the Reward shall be deemed as unclaimed or unaccepted. Utilita is not responsible for any inability to take up or otherwise receive the specified Reward.

**4.7** Each Reward is non-transferable, non-exchangeable and may not be resold. No cash or equivalent, or alternative, will be offered or given at your request. Utilita reserves the right to substitute the Reward of similar value in the event of non-availability of the Reward or the Reward cannot be awarded for reasons beyond Utilita's reasonable control. In the event you do not accept the substitution, you will forfeit your right to the Reward.

## 5. Claiming the Reward

**5.1** If you are eligible to receive the Reward, we will contact you and complete any necessary account verification checks and request any additional details that we reasonable require to deliver or provide the Reward to you.

**5.2** The Reward may not be claimed by a third party on your behalf, but Utilita may (in its sole discretion) make reasonable adjustments on a case-by-case basis to allow you to claim the Reward.

**5.3** Utilita does not accept any responsibility if you are not able to take up the Reward.

**5.4** Where the Reward is to be redeemed with a third-party company, e.g. gift cards or vouchers, additional restrictions may apply. The Reward Criteria will specify any additional and/or third-party company terms and conditions in relation to the Reward.

**5.5** Where the Reward is to be redeemed for attendance at a specific venue, you and any permitted companions will be solely responsible for travel to and from the venue and all other expenses. Utilita assumes no responsibility and is not liable for any costs, charges or expenses which you may be required to pay at any time in connection with a Reward. Events may occasionally be cancelled for reasons outside Utilita's control. Utilita will endeavour to promptly update any relevant information but will not be liable for any change of date or venue or cancellation of any event. Additional terms of entry specified by the venue will also apply.

## 6. Limitation of liability

**6.1** So far as it is permitted by law, all conditions, warranties and representations expressed or implied by law are hereby excluded.

**6.2** Nothing in these Terms shall exclude or limit our liability which cannot legally be excluded or limited including death or personal injury caused by our negligence, fraud or fraudulent misrepresentation. So far as it is permitted by law, Utilita and its associated companies and agents are not responsible for:

**(a)** direct, indirect, special or consequential loss, damage, or disappointment occurring as a result of your eligibility or you claiming the Reward, except where it is caused by Utilita's, its agents or its distributors negligence or that of their employees. Your statutory rights are not affected; or

**(b)** any unforeseeable losses and liabilities, or any other loss or damage that you may incur which is not an obvious consequence of providing a promotion or Reward, or where the failure is due to circumstances that are beyond Utilita's reasonable control, including but not limited to:

**(i)** any postponement or cancellation of a promotion;

**(ii)** any inaccuracies of data submitted by you;

**(iii)** any incorrectly completed, lost or delayed notices, acceptances, tickets or other documents or Rewards related to a promotion(s);

**(iv)** any changes to the supply (including where the Reward does not reach you) or cancellation of or use of the Reward; and/or

**(v)** any act or default by you or your guest resulting in you or your guest being unable to activate the Reward (and/or any elements of it) which is beyond Utilita's reasonable control, including (without limitation) communications failure with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of a promotion or Reward, inaccessibility, unavailability or any kind of failure of the internet, any relevant website, mobile phone network, any software, any hardware or any combination thereof.

## 7 Data protection and publicity

**7.1** Utilita is committed to protecting and respecting your privacy and will only use your personal information for the purposes of each promotion that you may enter and in accordance with these Terms. By entering a promotion, you agree that any personal information provided by you with your entry may be held and used by Utilita or its agents, suppliers and other applicable third parties in order to administer the promotion and/or the Rewards.

**7.2** In addition to the above, it is a condition for every promotion that Utilita has the right to publish and/or make available information that indicates that a valid award took place. Reward

**7.3** If you object to your details being published or made available, please contact Utilita at [extra@utilita.co.uk](mailto:extra@utilita.co.uk) as soon as possible. Please note that even if you object, we are still required by law to provide information relating to the Reward, including (without limitation) your details and any request to remain anonymous, to the Advertising Standards Authority on request.

**7.4** For more information about your privacy and rights, please read Utilita's Privacy Information Notice – Utilita Competitions here: [www.utilita.co.uk/terms](http://www.utilita.co.uk/terms). If you have any questions or concerns in relation to this Privacy Information Notice, you can contact Utilita's Data Protection Officer at [DPO@utilita.co.uk](mailto:DPO@utilita.co.uk) or write to Utilita Energy Limited, Hutwood Court, Bournemouth Road, Chandlers Ford, Eastleigh SO53 3QB.

**7.5** The details for any applicable third-party privacy notices will be set out in the applicable promotional communications and Reward Criteria.

## 8 General

**8.1** Utilita reserves the right to hold void, suspend, cancel, or amend a promotion, the Terms or the Reward at any time with immediate effect, without prior notice and without liability to you.

**8.2** Utilita reserves the right to correct any technical errors in the administration of any promotion and/or Reward and/or the Terms with immediate effect and without liability to you; for example, where a technical error results in account holder(s) being unfairly advantaged or disadvantaged.

**8.3** In the event of fraud, abuse, and/or an error affecting the proper operation of a promotion, including the allocation of more Rewards than are available, Utilita reserves the right to declare a claim for the Reward void without liability.

**8.4** Utilita's decision is final. No correspondence will be entered into with any Eligible Customer or any other third party.

**8.5** If any provision of the Terms is held invalid by any law, rule, order or regulation of any government, or by the final determination of any court of a competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions not held to be invalid.

**8.6** These Terms shall be governed by the laws of England and Wales, and each party submits to the exclusive jurisdiction of the courts of England and Wales.